

RESOLUTION NO. 08-140

RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA RATIFYING AND APPROVING AMENDMENTS TO THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE DADE COUNTY POLICE BENEVOLENT ASSOCIATION AND THE CITY OF HIALEAH, FLORIDA FOR A PERIOD FROM OCTOBER 1, 2006 THROUGH SEPTEMBER 30, 2009, AND IN PARTICULAR, REVISIONS TO ARTICLE 16. HEALTH INSURANCE PROVISIONS, SUBJECT TO SPECIFIC TERMS AND IMPLEMENTATION SCHEDULE PROVIDED IN ARTICLE 16, A COPY OF WHICH WILL BE ON FILE IN THE OFFICE OF THE CITY CLERK.

WHEREAS, pursuant to Hialeah, Fla., Resolution 06-145 (Oct. 12, 2006), the City of Hialeah approved and ratified a Collective Bargaining Agreement between the Dade County Police Benevolent Association and the City of Hialeah for a three-year period, commencing on October 1, 2006 and ending on September 30, 2009, with group health insurance provisions left open for further negotiation; and

WHEREAS, the City and the Dade County Police Benevolent Association negotiated group health insurance changes in Article 16. Health Insurance Provisions, which were accepted and ratified by the members of the Bargaining Unit by vote completed on October 8, 2008; and

WHEREAS, the negotiated group health insurance changes mirror the price increases that were previously ratified by the general employees pursuant to its collective bargaining agreement and the firefighters who have city health insurance.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, THAT:

Section 1: The Mayor and the City Council of the City of Hialeah, Florida hereby ratify and approve amendments to the Collective Bargaining Agreement between the Dade County Police Benevolent Association and the City of Hialeah, Florida for a period from October 1, 2006 through September 30, 2009, and in particular, revisions to Article 16. Health Insurance Provisions, subject to specific terms and implementation

schedule provided in Article 16, a copy of which will be on file in the Office of the City Clerk.

PASSED AND ADOPTED this 14th day of October, 2008.



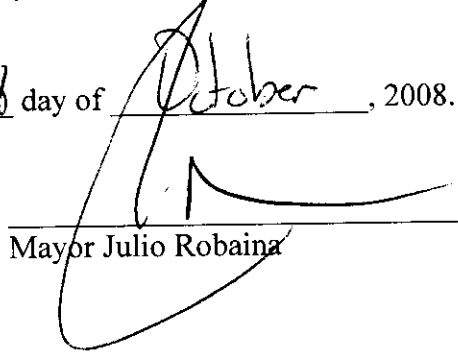
Esteban Bovo
Council President

Attest:

Approved on this 18 day of October, 2008.



Rafael E. Granado, City Clerk



Mayor Julio Robaina

Approved as to form and legal sufficiency:



William M. Grodnick, City Attorney

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Resolution was adopted by a unanimous vote with Councilmembers Bovo, Caragol, Casals-Muñoz, Garcia-Martinez, Gonzalez, Hernandez, and Yedra voting "Yes".

ARTICLE 16. HEALTH INSURANCE PROVISIONS

Section 1. The City offers the following two (2) Options, with regard to Health Insurance to the bargaining unit members. Members may elect to enroll in one of the two options as provided herein. Once a member elects one of the options provided, the member will be enrolled in a term life policy, as provided by the City.

Option 1. CITY OF HIALEAH SELF-FUNDED GROUP HEALTH PROGRAM

In conjunction with the benefits presently received under the City's Self-Funded Group Health Program, which is incorporated herein by reference, PBA members shall receive the following benefits:

a. The City will provide a health benefit program which utilizes a managed care approach, commonly referred to as a preferred provider organization (PPO). This managed health care program will provide the employees with a comprehensive health care network. The provider network will consist of doctors, hospitals and other services, including a prescription drug program, who have agreed to offer medical services to employees at reduced negotiated fees. Maximum plan benefits will be received when the employee uses the participating provider network. Effective ~~January 1, 2005,~~ November 1, 2008, the In-Network co-payment for doctor office visits will increase to ~~\$20.00-25.00/visit and \$35.00 for specialists.~~ In-Network co-insurance for doctor visits only will be paid at 100%, where the City will reimburse the negotiated charges. Effective November 1, 2008, when utilizing In-Network providers, benefits will be paid at a 90%/10% co-insurance basis. ~~In-Network hospital deductible will increase to \$100/day (maximum 3 days).~~ Should employees utilize Out-of-Network services, they will be responsible for increased deductibles and co-payments.

b. When utilizing Out-of-Network doctors, hospitals or other services, benefits will be paid at 70%/30% co-insurance basis. References to maximum out-of-pocket expenses for in-network ~~and out-of-network providers would be~~ will remain at \$3,000. Maximum out-of-pocket for Out-of-Network services will increase to \$6,000. Prescription drugs will require mandatory generic, if available. The employee co-payment will be based on a three (3) year program: \$10.00 generic, ~~\$15.00~~ \$30.00 brand, when no generic available, with a formulary for brand

names drugs ~~\$30~~ \$50.00, when no generic available and more than one (1) brand is available. All mail order prescriptions will receive a three (3) month supply for two (2) times the monthly co-payment. Those members participating in the City's Self-Funded Group Health Program, shall be provided with a \$1,000,000 lifetime, group health insurance policy. The overall plan maximum will be replenished at \$10,000 annually. The deductible for Out-of-Network services shall be ~~\$500.00~~ \$750.00 per individual ~~\$1,500.00~~ \$2,250.00 per family. Out-of-Network hospital deductible will increase to \$250.00/day (maximum of 3 days); Out-of-Network hospital benefits will be capped at the maximum allowable medicare reimbursement rate.

c. Precertification is required, whether In Network or Out-of-Network, for all hospital admissions, outpatient surgery and diagnostic testing.

d. The contribution of premium by the employee shall be:

Effective ~~January 1, 2005~~ November 1, 2008 the employee's biweekly premium shall increase to:

1. Employee only ~~\$55.00~~ \$70.00
2. Employee plus one dependent ~~\$79.00~~ \$94.00
3. Employee plus two or more dependents ~~\$89.00~~ \$104.00

Effective ~~October 1, 2005~~ February 1, 2009, the employee's biweekly premium shall increase to:

1. Employee only ~~\$60.00~~ \$75.00
2. Employee plus one dependent ~~\$84.00~~ \$99.00
3. Employee plus two or more dependents ~~\$94.00~~ 109.00

~~Effective October 1, 2006:~~

- ~~1. Employee only \$65.00~~
- ~~2. Employee plus one dependent \$89.00~~
- ~~3. Employee plus two or more dependents \$99.00~~

e. The insurance year for purpose of deductibles under "B" above shall be January 1st of each year.

f. Employees participating in the City's Self Funded Group Health Plan (Option 1) shall be eligible to participate in a group dental plan sponsored by the City. The total cost of the dental plan to be paid by the employee.

g. The City will attempt to provide to employees participating in the City's Self Funded Group Health Plan (Option 1) an additional group rate \$35,000 life insurance policy. The cost of such policy to be paid in total by the employee.

h. ~~Effective the date of ratification and approval by the City Council,~~ Expenses due to a vehicular accident which could be covered and payable by a zero deductible Personal Injury Protection (PIP) insurance policy covering a vehicle owned or leased by a participant dependent, or beneficiary and for which such insurance was available regardless of whether or not such coverage was actually purchased by the participant, beneficiary or dependent or whether or not such insurance was in force at the time of the accident, shall not be payable by the City's health insurance program.

Option 2. HEALTH MAINTENANCE ORGANIZATION (HMO)

The City agrees to contribute up to the following monthly amounts per employee to offset the cost of the alternate Health Maintenance Organization (HMO) Plan, approved by the City.

Current HMO contributions by the City:

1. Employee only - ~~\$164.09~~ \$200.95
2. Employee plus one dependent - ~~\$295.38~~ \$361.73
3. Employee plus two or more dependents - ~~\$410.22~~ \$502.36

Should the actual premium charged by the HMO be greater than the contribution made by the City for either employee only, employee plus one dependent or employee plus two or more dependents, the employee will be responsible for any difference in premium cost. The City agrees to increase its current monthly contribution to the HMO Plan up to ~~nine (9%)~~ three (3%), effective November 1, 2008 and up to three (3%) February 1, 2009 ~~January 1, 2005, up to seven (7%) January 1, 2006, and up to five (5%) January 1, 2007~~, subject to the City's right to negotiate with the Provider.

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Section 2. The parties, to this Agreement, agree that there shall be an annual, two (2) week open enrollment period during two (2) weeks in ~~October~~ November. Such open enrollment shall be for the purpose of employees currently enrolled in Options 1 or 2, to enroll in the plan of their choice. It is understood and agreed that an insurance coverage change made during such open enrollment period, shall become effective the following ~~January~~ February 1st.

The City understands that the HMO coverage provided by the City has limited service area in South Florida. As an alternative to those eligible retirees who reside outside the service area and wish to procure group health coverage through an alternate HMO carrier, the City will provide a contribution that will be no more than what the City contribution would be if the retiree had selected the HMO Option 2. In order to receive this contribution, the retiree will provide proof of purchasing individual single coverage through an alternate HMO carrier.

Section 3. The City will assess the economic feasibility of a Section 125 Premium Only FICA Tax Savings Program, at no administrative expense to the City, and make every effort to implement such a tax savings program.

Section 4. ~~For the years commencing on October 1, 2007 and ending on September 30, 2008 and commencing on October 1, 2008 and ending September 30, 2009, the city shall reopen negotiations on January 1, 2007 solely to determine the percentage increase of the City Contribution of Option 2 PBA Union Group Health program and Option 3 Health Maintenance Organization and negotiate changes to the amount of the City contribution under Option 2 and 3, if any. The City shall reopen negotiation or any changes to Option 1 City of Hialeah Self-Funded Group Health Program. Reopening negotiations on the foregoing insurance issues does not abridge any rights to reopen negotiations pursuant to Article 10 herein during the term of this agreement on other articles or matters.~~

Section 4. Life Insurance Benefit shall be \$10,000. Upon reaching age 65 and retirement from the City, the life insurance benefit will be reduced to \$2,000.